

AN ORDINANCE 2006-06-08-0692

ACCEPTING THE BID SUBMITTED BY EXPRESS VIDEO, INC. TO PURCHASE 578 GAMBLING DEVICES (EIGHT LINERS) FROM THE CITY IN THE AMOUNT OF \$237,558.00, SEIZED AS A RESULT OF CRIMINAL INVESTIGATIONS BY THE POLICE DEPARTMENT, AND SUBSEQUENTLY FORFEITED BY ORDERS OF THE COURTS; AND AUTHORIZING PAYMENT TO THE BEXAR COUNTY DISTRICT ATTORNEY'S OFFICE IN THE AMOUNT OF \$95,362.20.

* * * * *

WHEREAS, criminal investigations conducted by the City of San Antonio ("City") Police Department, initiated by citizen concerns, resulted in the seizure and subsequent forfeiture by the courts of 578 gambling devices, commonly referred to as "eight liners"; and

WHEREAS, the City, in an effort to recoup a portion of the costs associated with the seizure and storage of the devices during the required period pending forfeiture, conducted an informal bid solicitation for the sale of the devices; and

WHEREAS, Express Video, Inc. submitted the highest bid at \$237,558.00 for the entire lot; and

WHEREAS, as a condition of the bid award, Express Video, Inc. has agreed to remove the gambling devices from the State of Texas within 30 days of award, and in accordance with Federal and State laws, and to refrain from returning the devices to the State; and

WHEREAS, the City and the Bexar County District Attorney's Office ("BCDAO") entered into an interlocal agreement approved by ordinance number 2006-01-05-35, which requires the City to pay 40% of the gross proceeds of this sale to the BCDAO, and an additional \$338.98, for a total payment of \$95,362.20 to be awarded to the BCDAO; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The high bid submitted by Express Video, Inc. to purchase 578 gambling devices from the City of San Antonio for the total sum of \$237,558.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits and insurance certificates and timely removal of the gambling devices. All other bids will be considered rejected upon the deposit by the successful bidder of all required bonds, performance deposits and insurance certificates or the expiration of sixty days from the effective date hereof, whichever occurs first. The bid and bid tabulation sheet are attached hereto and incorporated herein as Exhibit A.

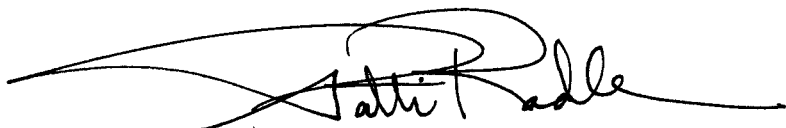
SECTION 2. The city's portion of the funds generated by this ordinance, \$142,195.80, should be deposited into Fund 29040000, CONFISCATED PROPERTY-VICE SEIZURES, Internal Order 2170000000046, CONFISCATED PROPERTY-VICE SEIZURES, General Ledger 4903158, Sales - Confiscated Property.

SECTION 3. The portion due to Bexar County, \$95,362.20, should be deposited into Fund 2904000, General Ledger 2120160, Collections Held in Trust, and payment made to the Bexar County District Attorney.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Acting Director of Finance, City of San Antonio. The Acting Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall take effect the 18th day of June, 2006.


PASSED AND APPROVED this 8th day of June, 2006.


M A Y O R
PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

Agenda Voting Results

Name: 5.

Date: 06/08/06

Time: 04:04:18 PM

Vote Type: Multiple selection

Description: An Ordinance accepting the bid submitted by Express Video, Inc. to purchase 578 gambling devices (Eight Liners) from the City in the amount of \$237,558.00, seized as a result of criminal investigations by the Police Department, and subsequently forfeited by orders of the Courts; and authorizing payment to the Bexar County District Attorney's Office in the amount of \$95,362.20. [Presented by Janie B. Cantu, Director, Purchasing & General Services; Michael Armstrong, Assistant City Manager/Chief Information Officer]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10	Not present			
MAYOR PHIL HARDBERGER	MAYOR		x		

City of San Antonio Bid Tabulation

Exhibit A

Opened March 10, 2006		
For: Sale of Confiscated Illegal Gambling 8-Liner Video Machines		
Bid # 06-069		DS
Description		Lot
Eight-Liner Video Machines		
Price Per Lot of 578 Machines	1	\$237,558.00
Amount to be Received by the City		\$237,558.00



**CITY OF SAN ANTONIO
PURCHASING & GENERAL SERVICES DEPARTMENT**

Bid No. 06-069**Date Issued: February 24, 2006**

**FORMAL INVITATION FOR BIDS
FOR THE SALE OF CONFISCATED EIGHT-LINER VIDEO MACHINES**

The City of San Antonio is offering Five Hundred Seventy Eight (578) Eight-liner video machines, (hereafter "Equipment") for sale.

A. INSTRUCTIONS TO BIDDERS:

1. Bidders must submit written bids, signed in ink, in a sealed package, clearly marked on the front of the package "Eight Liner Bid". All bids must be received in the Purchasing Department office no later than 10:00 a.m. central time, March 10, 2006 at the address below. Any bid received after this time shall not be considered.

2. Mailing Address:

Attn: Purchasing & General Services Dept.
131 W. Nueva Bid # 06-069 Eight Liner Machines
San Antonio, Texas 78283-3966

Physical Address:

Attn: Purchasing & General Services Dept.
131 W. Nueva Bid # 06-069 Eight Liner Machines
San Antonio, Texas 78204

Bids sent by facsimile or email will not be accepted.

3. Bidders shall sign and return the Invitation for Bid in a sealed envelope. Unsigned bids shall not be accepted.
4. The contract will be awarded to the highest responsive bidder whose bid, conforming to the Invitation For Bids, is most advantageous to the City, price and other factors considered.
5. The equipment will be sold as one lot and offers for individual components will not be accepted. The City hereby establishes a minimum bid price of \$300 per Eight Liner machine. Bids below the minimum bid price shall not be accepted.
6. CITY reserves the right to reject any and all bids.
7. The Equipment is located at San Antonio Police Department San Antonio, Texas. The Equipment is available for inspection by appointment. For questions regarding the equipment or to schedule an appointment to view the equipment, contact Sgt. Roland Ortiz or Officer Lori Herries SAPD Vice Squad at 210-207-2370.

8. To be eligible to bid on this Equipment, Bidders must not have been convicted of or served any form of probation or deferred adjudication for any felony, or any criminal offense involving the use or possession of gambling equipment, gambling devices or gambling paraphernalia by any federal, state or local governmental entity. Bids received from ineligible bidders shall not be accepted. This prohibition applies to individuals, individual members of partnerships, Corporate Bidders, and the officers and directors of corporate bidders, or any other party or entity submitting a bid.
9. **BID BOND:** A bid bond in the amount of one thousand dollars (\$1,000) must accompany any bid to show good faith in its submission. A deposit in the form of a cashier's check or certified check made payable to the City of San Antonio may be substituted in lieu of the Bid Bond. Bid Bonds will be returned to unsuccessful bidders within 60 days of the Due Date for bids. The bid bond of the successful bidder(s) will be returned by the City upon completion of the contract in accordance with the conditions hereof. If the successful bidder fails to complete the sale as required herein, the Bid Bond shall be forfeited to the City.
10. If the successful bidder fails to complete the sale as required herein, the City reserves the right to award the bid to the next to the highest responsive bidder. All bids shall remain firm for a period of 90 days from the Due Date for bids.
11. A written award of acceptance (manifested by a City Ordinance) and notice thereof mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.

B. TERMS AND CONDITIONS OF BIDS

1. The successful bidder shall make payment by cash or cashier's check in the full amount of the bid total within five (5) working days of notification of award. Checks shall be made payable to the City of San Antonio.
2. The title to the equipment remains with the CITY until payment is received and equipment removed.
3. The equipment being sold by City is more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes.
4. The successful bidder shall remove the Equipment from City, using bidder's own labor, material and tools, within thirty (30) days after notification of award. CITY personnel will not be available to perform these functions. Removal of equipment must be performed between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday.

BIDDER SPECIFICALLY AGREES TO AND SHALL REMOVE ALL EQUIPMENT FROM THE STATE OF TEXAS WITHIN THIRTY (30) DAYS AFTER NOTIFICATION OF AWARD.

5. CITY is selling and Bidder agrees to purchase all equipment "as-is", "where is", with no warranties, either implied or express.

EQUIPMENT IS BEING SOLD AS-IS WITHOUT WARRANTY OF ANY KIND AND CITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CITY OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF CITY'S OBLIGATIONS HEREUNDER, AND BIDDER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

6. The successful bidder must furnish a current certificate of insurance in the following amount prior to removal of the Equipment. Failure to furnish the certificate of insurance on demand shall cause the contract to terminate at the option of City and the contract awarded to the next highest responsive bidder.

The bidder shall maintain, until the Equipment is removed from CITY property, insurance issued by a company or companies qualified to do business in the State of Texas, in the following types of amounts:

Type	Amount
*Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

- *Any alternate workers compensation employer's liability insurance plan submitted by the vendor must be approved by the City's Risk Management Dept.

Contractor shall provide the City with 30 days advance notice, in writing, of cancellation or material change in coverage.

***Where Applicable**

With respect to all of the above insurance, the City of San Antonio shall a) be named as an additional insured (Commercial General Liability and Automobile Liability only); b) be provided with 30 days advance notice, in writing, of cancellation or material change; c) be provided with Certificates of Insurance evidencing the above required insurances.

7. INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to BIDDER's activities under this CONTRACT, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by BIDDER to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. BIDDER further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. CITY may cancel this contract at any time after award for cause or convenience upon written notice to Bidder. City shall have no liability for costs incurred by Bidder prior to or due to cancellation, but shall return the bid bond if cancellation is for convenience.
9. Bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the Purchasing Department. Any such assignment without prior approval shall be void ab initio.
10. **BIDDER SHALL BE SOLELY RESPONSIBLE FOR AND SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS REGARDING THE POSSESSION, USE, LICENSING AND TRANSPORTATION OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO 15 U.S.C.CHAPTER 24.**
11. This Contract, together with its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties.

PRICE SCHEDULE

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
1	1 LOT	Eight-Liner Machines	\$ <u>237,558</u> (Entire Lot)

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of City's Invitation for Bid # 06-069 (hereafter "Invitation for Bid"), which is fully incorporated herein, and for the amounts shown. By signing below, Bidder certifies that Bidder has read the entire Invitation for Bid, including any and all Specifications, Special Provisions and attachments thereto, and agreed to the terms therein.

Firm Name:

Express Video Inc

Telephone Number:

910-287-3044

Address:

240 Kodak Dr. Suite 101

City, State, Zip Code:

Calabash, NC 28467

Signer's Name:

Michael Z. Jenkins

Signature of Person Authorized to Sign Bid

ATTACHMENT # A***EIGHT LINER GAMBLING VIDEO MACHINES SERIAL NUMBERS***

Cherry 96	38157
Cherry 96	38155
Fruit Bonus 96	52774
Quarter Drop Machine	green
Shamrock 7's	74533
Old South Amusement Inc	74534
Old South Amusement Inc	74543
Old South Amusement Inc	74535
Old South Amusement Inc	74545
Old South Amusement Inc	74546
Old South Amusement Inc	74544
Old South Amusement Inc	74547
Old South Amusement Inc	74549
Old South Amusement Inc	74550
Old South Amusement Inc	74526
Pot-O-Gold	74529
Pot-O-Gold	74528
Pot-O-Gold	74530
Pot-O-Gold	74531
Old South Amusement Inc	74532
Old South Amusement Inc	74563
Old South Amusement Inc	74562
Southern Gold	74561
Southern Gold	74560
Old South Amusement Inc	74556
Old South Amusement Inc	74558
Old South Amusement Inc	74557
Pot-O-Gold	74559
Old South Amusement Inc	74555
Old South Amusement Inc	74554
Old South Amusement Inc	74553
Old South Amusement Inc	74552
Old South Amusement Inc	74538
Old South Amusement Inc	74539
Old South Amusement Inc	74540
Old South Amusement Inc	74541
Old South Amusement Inc	74542
Old South Amusement Inc	74551
Old South Amusement Inc	74572
Old South Amusement Inc	74573
Old South Amusement Inc	74574
Old South Amusement Inc	74575
Old South Amusement Inc	74537
Old South Amusement Inc	74536
Pot-O-Gold	74527
Pot-O-Gold	74548
Flaming Sevens	118932
Flaming Sevens	118926
Flaming Sevens	118931
Flaming Sevens	118930
Flaming Sevens	118929

Video Redemption Game	118928
Video Redemption Game	118927
Video Redemption Game	118904
Video Redemption Game	118907
Video Redemption Game	118908
Monkey Land	118912
Queen Bee	118913
Queen Bee	118914
Flaming Sevens	118915
Monkey Land	118916
Flaming Sevens	118917
Flaming Sevens	118918
Video Redemption Game	118924
Video Redemption Game	118925
Video Redemption Game	118919
Flaming Sevens	118920
Video Redemption Game	118921
Video Redemption Game	118903
Video Redemption Game	118922
Video Redemption Game	118923
Stand Up	118909
Pot-O-Gold	118910
Pot-O-Gold	118911
Pot-O-Gold	118905
Southern Gold	118906
Flaming Sevens	148074
Flaming Sevens	148075
Flaming Sevens	148065
Flaming Sevens	148064
Flaming Sevens	148066
Flaming Sevens	148067
Monkey Land	148069
Flaming Sevens	148068
Monkey Land	148070
Flaming Sevens	148071
Flaming Sevens	148072
Flaming Sevens	148073
Sit Down	148078
Sit Down	148077
Sit Down	148076
Sougreign Sevens	77022
Jack or Better	77016
Hot Tamales	118720
Buffalo Bills	118719
Buffalo Bills	118617
Native American Gold	118717
Hot Tamales	118715
Buffalo Bills	115716
Hot Tamales	118711
Native American Gold	118613
Hot Tamales	118708
Progressive Pot O Gold	118718
Progressive Pot O Gold	74302
Progressive Pot O Gold	74301
Progressive Pot O Gold	74317
Progressive Pot O Gold	74318

Progressive Pot O Gold	74319
Gold Touch	74320
Skill Spin	74321
Skill Spin	74322
Skill Spin	74323
Skill Spin	74324
Skill Spin	74325
Progressive Jackpot	119076
Progressive Jackpot	119077
Progressive Jackpot	76970
Progressive Jackpot	77018
Progressive Jackpot	119078
Progressive Jackpot	6650
Old South Amusement Inc	74710
Old South Amusement Inc	74725
Old South Amusement Inc	74711
Old South Amusement Inc	74712
Old South Amusement Inc	74713
Old South Amusement Inc	74714
Old South Amusement Inc	74715
Old South Amusement Inc	74716
Old South Amusement Inc	74717
Old South Amusement Inc	74718
Old South Amusement Inc	74719
Old South Amusement Inc	74720
Old South Amusement Inc	74721
Old South Amusement Inc	74722
Old South Amusement Inc	74724
Old South Amusement Inc	74723
Old South Amusement Inc	74316
Old South Amusement Inc	74315
Old South Amusement Inc	74314
Old South Amusement Inc	74313
Jackpot Party	77015
Reel'em In	77034
Multi-game	77020
Gold Touch	76995
Jingle Bell	76979
Treasure City	76989
Super Poker	76988
Video Redemption Game	76987
Magic Bomb	76982
Fruit Paradise	76983
Joker Master 2000	76984
Fruit Bonus 96	76981
Texas 99	77000
Fruit Bonus 96	76999
Cherry 96	76997
Super Poker	76972
Cherry 96	76973
Cherry Master	76974
Jungle King	77001
Play to Win	76985
J & B	76986
Jack	76996
Play to Win	119080

Southern Gold	76975
Winning Touch	119079
Winning Touch	77019
Magical Odds	76976
Jack	76977
Pick N Win	76978
Super Cherry Master	76980
Lucky Spin	76998
Unknown	132533
Progressive Pot O Gold	56172
Super Poker	132535
Cherry Master 96	132504
Super Cherry Master	132513
Super Cherry Master	132520
Cherry Master 96	132512
Magical Odds	114571
Redemption	132503
Cherry Master 96	132502
Winning Touch	135075
Shamrock 7's	137293
Super Ball	137294
Pot-O-Gold	115920
Fishin Buddies	118557
Flaming Sevens	137300
Mystery Jackpot & Bonus	83582
Unknown	83581
Fruit Bonus 96	137296
Fruit Bonus 96	137297
Fruit Bonus 96	137295
White Diamonds	137298
Black Tie	137319
Five Times Play	118531
Double Diamond	137318
Red White & Blue	88287
Unknown	137299
Super Cherry Master Plus	ZZZ18
Cherry Angel	ZZZ19
Cherry 96	ZZZ20
Flaming Sevens	ZZZ21
Fruit Bonus 96	ZZZ22
Flaming Sevens	ZZZ23
Unknown	ZZZ24
Unknown	ZZZ25
Unknown	115210
Magical Odds	11719
Cherry Master 96	11721
Unknown	44725
Unknown	44726
Cherry Master 96	44722
Unknown	44732
Cherry Deluxe	44739
Cherry Master 96	44719
Skill Cherry 97	44733
Cherry Deluxe	44730
Flaming Sevens	44720
Magical Odds	44728

Flaming Sevens	44743
Cherry Master 96	115493
Flaming Sevens	115425
Cherry Deluxe	44721
Progressive Jackpot	77037
Progressive Jackpot	77011
Progressive Jackpot	77013
Magic Bomb	77010
Fruit Bonus 96	77006
Treasure Island Bonus	77007
Treasure Island Bonus	77009
Super Poker	77004
Joker Master 2000	77008
Monkey Land	77005
Unknown	77026
Jokers Wild	77029
Unknown	77032
Keno	77031
Unknown	77033
Unknown	77030
Unknown	77028
Unknown	77021
Keno	77027
Buffalo Bills	77002
Unknown	77003
Native American Gold	74351
Unknown	74339
Native American Gold	74338
Old South Amusement Inc	74337
American Glory	74336
Buffalo Bills	74335
Jokers Wild	74334
Native American Gold	74333
Buck Wild	74332
Native American Gold	74331
Old South Amusement Inc	74330
Southern Gold	74329
Buffalo Bills	74328
Buffalo Bills	74327
Buffalo Bills	74326
Native American Gold	74745
Old South Amusement Inc	74746
Pot-O-Gold	74747
Pot-O-Gold	74750
Pot-O-Gold	74752
Southern Gold	74744
Pot-O-Gold	KKKK43
Old South Amusement Inc	74749
Old South Amusement Inc	74354
Triple Jack	74355
Old South Amusement Inc	74356
Cherry Master	74357
Mystery Jackpot & Bonus	74358
Cherry Master	74359
Magical Odds	74360
Cherry Master	74361

Old South Amusement Inc	74362
Cherry Master	74363
Old South Amusement Inc	74364
Old South Amusement Inc	74365
Old South Amusement Inc	74366
Old South Amusement Inc	74367
Old South Amusement Inc	74368
Old South Amusement Inc	74369
Old South Amusement Inc	74370
Old South Amusement Inc	74371
Old South Amusement Inc	74353
Old South Amusement Inc	74352
Play to Win	123561
Fruit Bonus 96	123562
Fruit Bonus 96	123563
Cherry 96	144157
Old South Amusement Inc	34676
Old South Amusement Inc	34677
Old South Amusement Inc	12366
Old South Amusement Inc	12362
Old South Amusement Inc	12367
Old South Amusement Inc	9861
Native American Gold	12368
Buffalo Bills	12364
Old South Amusement Inc	12305
Skill Spin	12306
Skill Spin	12308
Skill Spin	12307
Skill Spin	12309
Southern Gold	12310
Southern Gold	12311
Southern Gold	12313
Cadillac Jack	12323
Pot-O-Gold	12324
Pot-O-Gold	12322
Pot-O-Gold	12321
Video	12358
Reel'em In	12338
Jackpot Party	12337
Fruit Bonus	12317
Cherry Master	12320
Mystery Jackpot	12318
Magical Odds	12319
Fruit Bonus 2000	12313
Cherry Master	12314
Fruit Bonus 96	12315
Triple Jack	12316
Fruit Bonus 96	12348
Triple Jack	12347
Magical Odds	12346
Mystery Jackpot	12345
Fantasy 5	12341
Old South Amusement Inc	12342
Roses and Jacks	12343
Old South Amusement Inc	12344
Cherry Master	12339

Old South Amusement Inc	12340
Old South Amusement Inc	12333
Old South Amusement Inc	12336
Old South Amusement Inc	12335
Old South Amusement Inc	12334
Old South Amusement Inc	12332
Old South Amusement Inc	12329
Old South Amusement Inc	12330
Pot-O-Gold	12331
Pot-O-Gold	12325
Pot-O-Gold	12326
Filthy Rich	12357
Leprechaun's Gold	12360
Filthy Rich	12359
Winning Touch	12353
Winning Touch	12354
Fruit Bonus 96	12355
Fruit Bonus 96	12356
Fruit Bonus 2000	12352
Fruit Bonus 2000	12351
Old South Amusement Inc	12350
Fruit Bonus 2000	12349
Super Cherry Master	12328
Pot-O-Gold	12327
Winning Touch	75484
Frog Wild	75485
Flaming Sevens	75482
Cherry Master 96	75481
Cherry Master 96	75483
Cherry 96	QQQQ1
Fruit Bonus 96	70216
Flaming Sevens	7025
Fruit Bonus 96	10863
Cherry 96	10864
Flaming Sevens	10862
Flaming Sevens	10867
Fruit Bonus 96	10865
Cherry 96	10866
Cherry 96	9081
Cherry 96	9082
Fruit Bonus 96	9077
Southern Gold	9080
Southern Gold	9079
Southern Gold	9078
Old South Amusement Inc	BB1
Old South Amusement Inc	BB2
Old South Amusement Inc	BB3
Old South Amusement Inc	BB4
Old South Amusement Inc	BB5
Old South Amusement Inc	BB6
Old South Amusement Inc	BB7
Old South Amusement Inc	BB8
Old South Amusement Inc	BB9
Old South Amusement Inc	BB10
Old South Amusement Inc	BB11
Old South Amusement Inc	BB12

Old South Amusement Inc	BB13
Old South Amusement Inc	BB14
Old South Amusement Inc	BB15
Old South Amusement Inc	BB16
Old South Amusement Inc	BB17
Old South Amusement Inc	BB18
Old South Amusement Inc	BB19
Old South Amusement Inc	BB20
Old South Amusement Inc	BB21
Old South Amusement Inc	BB22
Old South Amusement Inc	BB23
Old South Amusement Inc	BB24
Old South Amusement Inc	BB25
Old South Amusement Inc	BB26
Old South Amusement Inc	BB27
Old South Amusement Inc	BB28
Old South Amusement Inc	BB29
Old South Amusement Inc	BB30
Old South Amusement Inc	BB31
Old South Amusement Inc	BB32
Treasure	BB33
Pot-O-Gold	BB34
Pot-O-Gold	BB35
Pot-O-Gold	BB36
Pot-O-Gold	BB37
Pot-O-Gold	BB38
Pot-O-Gold	BB39
Pot-O-Gold	BB40
Old South Amusement Inc	BB41
Joker Poker	PP1
Pot-O-Gold	PP2
Pot-O-Gold	PP3
Pot-O-Gold	PP4
Pot-O-Gold	PP5
Pot-O-Gold	PP6
Pot-O-Gold	PP7
Pot-O-Gold	PP8
Stand-up	PP9
Bonus Poker	PP10
Stand-up	PP11
Stand-up	PP12
Stand-up	PP13
Stand-up	PP14
Stand-up	PP15
Stand-up	PP16
Stand-up	PP17
Stand-up	PP18
Stand-up	PP19
Draw Poker	PP20
Stand-up	PP21
Stand-up	PP22
Stand-up	PP23
Stand-up	PP24
Pot-O-Gold	PP25
Pot-O-Gold	PP26
Pot-O-Gold	PP27

Pot-O-Gold	PP28
Bonus Poker	PP29
Stand-up	PP30
Sit Down	29587
Sit Down	29169
Sit Down	29200
Sit Down	29178
Sit Down	291181
Sit Down	29589
Sit Down	29591
Pot-O-Gold	116713
Pot-O-Gold	116716
Pot-O-Gold	116525
Pot-O-Gold	116700
Pot-O-Gold	116524
Pot-O-Gold	26138
Pot-O-Gold	56171
Pot-O-Gold	56166
Pot-O-Gold	ZZ16
Pot-O-Gold	94
Pot-O-Gold	116523
Pot-O-Gold	116521
Pot-O-Gold	116522
Pot-O-Gold	116520
Sit Down	29612
Sit Down	29203
Sit Down	29594
Sit Down	29172
Sit Down	29202
Sit Down	29184
Sit Down	29192
Sit Down	29182
Sit Down	27004
Sit Down	29595
Sit Down	29204
Sit Down	29579
Triple Sapphires	BBB1
Stand-up	BBB2
Flaming Sevens	BBB3
Fruit Bonus 96	BBB4
Fruit Bonus 96	BBB5
Pot-O-Gold	BBB6
Pot-O-Gold	BBB7
Magic Bomb	BBB8
Pot-O-Gold	BBB9
Stand-up	BBB10
Queen Bee	BBB11
Pot-O-Gold	BBB12
Lot-O-Gold	BBB13
Flaming Sevens	BBB14
Fruit Bonus 96	BBB15
Cherry	BBB16
Cherry	BBB17
Cherry	BBB18
Super Poker	BBB19
Flaming Sevens	BBB20

Flaming Sevens	BBB21
Triple Jack	BBB22
Flaming Sevens	BBB23
Flaming Sevens	BBB24
Flaming Sevens	BBB25
Flaming Sevens	BBB26
Flaming Sevens	BBB27
Flaming Sevens	BBB28
Flaming Sevens	BBB29
Flaming Sevens	BBB30
Flaming Sevens	BBB31
Flaming Sevens	BBB32
Fruit Bonus 96	121384
Coin Fortune	121319
Red Hot & Blue	121404
Cherry Angel	121395
Cherry Master	121400
Cherry Angel	119492
Cherry Master	121399
Cherry Master	12602
Fruit Bonus 2000	121385
Stand-up	114530
Aquatic Riches	121383
Buck Wild	121383
Buck Wild	121389
Liberty Dollars	121402
Aquatic Riches	111390
Liberty Dollars	121394
Buck Wild	121391
Liberty Dollars	121405
Stand-up	119483
Cherry Master	121396
Fruit Bonus 2000	121401
Fruit Bonus 96	114528
Cherry Master	121387
Magical Odds	121403
Joker Master	121386
Aquatic Riches	121382
Fruit Bonus 96	121393
Stand-up	121397
Liberty Dollars	121406
Fruit Bonus 2000	CCC30
Stand-up	16013
Stand-up	14184
Liberty Dollars	CCC33
Stand-up	GGG1
Stand-up	GGG2
Sheriff's Round Up	GGG3
Native Treasure	GGG4
Native Treasure	GGG5
Pirates Loot	GGG6
Cats N Dogs	GGG7
Hot Peppers	GGG8
Jack Pot Jungle	GGG9
Moonlah	GGG10
Stand-up	GGG11

Stand-up	GGG12
Stand-up	GGG13
Stand-up	GGG14
Stand-up	GGG15
Red White & Blue	GGG16
Stand-up	GGG17
Stand-up	GGG18
Stand-up	GGG19
Stand-up	GGG20
Triple Diamond	GGG21
Stand-up	GGG22
Stand-up	GGG23
Florida	GGG24
Stand-up	GGG25
Stand-up	GGG26
Flaming Sevens	GGG27
Flaming Sevens	GGG28
Stand-up	GGG29
Stand-up	GGG30
Stand-up	GGG31
Stand-up	GGG32
Stand-up	GGG33
Stand-up	GGG34

**9TH SET OF
MACHINES:**

American Glory	1
Aquatic Riches	3
Black Tie	1
Bonus Poker	2
Buck Wild	4
Buffalo Bills	9
Cadillac Jack	1
Cats N Dogs	1
Cherry	3
Cherry 96	11
Cherry Angel	3
Cherry Deluxe	3
Cherry Master	13
Cherry Master 96	9
Coin Fortune	1
Double Diamond	1
Draw Poker	1
Fantasy 5	1
Filthy Rich	2
Fishin Buddies	1
Five Times Play	1
Flaming Sevens	45
Florida	1
Frog Wild	1
Fruit Bonus	1
Fruit Bonus 2000	7
Fruit Bonus 96	24

Fruit Paradise	1
Gold Touch	2
Hot Peppers	1
Hot Tamales	4
J & B	1
Jack	2
Jack or Better	1
Jack Pot Jungle	1
Jackpot Party	2
Jingle Bell	1
Joker Master	1
Joker Master 2000	2
Joker Poker	1
Jokers Wild	2
Jungle King	1
Keno	2
Leprechaun's Gold	1
Liberty Dollars	5
Lot-O-Gold	1
Lucky Spin	1
Magic Bomb	3
Magical Odds	8
Monkey Land	5
Moonlah	1
Multi-game	1
Mystery Jackpot	2
Mystery Jackpot & Bonus	2
Native American Gold	8
Native Treasure	2
Old South Amusement Inc	120
Pick N Win	1
Pirates Loot	1
Play to Win	3
Pot-O-Gold	58
Progressive Jackpot	9
Progressive Pot O Gold	7
Quarter Drop Machine	1
Queen Bee	3
Red Hot & Blue	1
Red White & Blue	2
Redemption	1
Reel'em In	2
Roses and Jacks	1
Shamrock 7's	2
Sheriff's Round Up	1
Sit Down	22
Skill Cherry 97	1
Skill Spin	9
Sougreign Sevens	1
Southern Gold	12
Stand Up	44
Super Ball	1
Super Cherry Master	4
Super Cherry Master Plus	1
Super Poker	5
Texas 99	1

Treasure	1
Treasure City	1
Treasure Island Bonus	2
Triple Diamond	1
Triple Jack	4
Triple Sapphires	1
Unknown	17
Video	1
Video Redemption Game	13
White Diamonds	1
Winning Touch	6
TOTAL:	578

Agenda item #5

**CITY OF SAN ANTONIO
PURCHASING & GENERAL SERVICES DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Janie B. Cantu, Director of Purchasing & General Services

SUBJECT: Sale of Confiscated Eight-liners

DATE: June 8, 2006

SUMMARY & RECOMMENDATION

This ordinance authorizes the Purchasing & General Services Department to accept a bid in the amount of \$237,558.00 submitted by Express Video, Inc. to purchase 578 confiscated eight-liner gambling machines from the City. The eight-liners were seized as a result of criminal investigations of illegal gambling establishments in the San Antonio City limits. These 578 machines were forfeited to the City by Court order. This ordinance also authorizes payment to the Bexar County District Attorney's Office ("District Attorney's Office") in the amount of \$95,362.20.

Staff recommends approval.

BACKGROUND INFORMATION

As a result of criminal investigations, the Police Department has seized 3,994 eight-liner gambling machines. To date, the San Antonio Police Department filed one hundred thirty-eight (138) criminal cases involving illegal gambling establishments in San Antonio. By order of the Courts, 578 of the seized machines have been forfeited to the City.

The Purchasing and General Services Department solicited bids for the sale of 578 eight-liner gambling machines. The highest bid was submitted by Express Video Inc. in the amount of \$237,558.00. The established minimum bid was \$300.00 per machine, with the successful vendor bidding an average of \$411.00 per machine. The contract requires the vendor to remove all machines from the State of Texas within thirty days of notification of award and precludes the vendor from bringing or allowing the machines to be brought back to the State of Texas.

An Agreement was made with the District Attorney's Office (DA) to split any revenue from the sale of the machines 60/40. Revenue received from this sale of the eight-liners totals \$237,558.00. The split for the sell of the eight-liners will be \$142,195.80 for the Police Department and \$95,362.20 for the District Attorney's Office, which encompasses a payment of \$338.98 due to the DA's office in accordance with the Interlocal Agreement approved by Ordinance No. 2006-01-05-35.

POLICY ANALYSIS

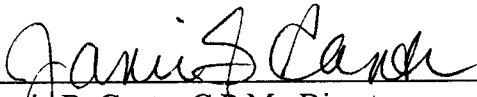
This ordinance continues City Council's policy of liquidating seizures of illegally obtained assets in an effort to reduce the profitability of illegal gambling establishments and to help offset the cost incurred in the investigation of the illegal activity.

FISCAL IMPACT


The funds from the sale of the eight-liners will be deposited into the Confiscated Property Fund.

COORDINATION


This ordinance has been coordinated with the City of San Antonio Police Department and the City Attorney's Office.



Jamie B. Cantu, C.P.M., Director
Purchasing & General Services



Michael Armstrong
Assistant City Manager/Chief Information Officer



Sheryl Sculley
City Manager

City of San Antonio

Contract Summary Sheet

Date 6-8-06

Agenda Item:

Name/Title (Caption as shown on agenda):

An ordinance accepting a bid in the amount of \$237,558.00 submitted by Express Video, Inc. for the purchase of confiscated eight-liner gambling machines. The eight-liners were seized as a result of criminal investigations of illegal gambling establishments in the San Antonio City limits. The machines were forfeited to the City by Court order. This ordinance also authorizes payment to the Bexar County District Attorney's Office ("District Attorney's Office") in the amount of \$95,362.20.

[Presented by Janie B. Cantu, Director, Purchasing & General Services; Michael Armstrong, Assistant City Manager/Chief Information Officer]

Description of Item(s) and Use:

The Purchasing and General Services Department solicited seven bids for the sale of 578 eight-liner gambling machines and recommends acceptance of the bid submitted by Express Video, Inc., with the highest bid of \$237,558.00. The established minimum bid was \$300.00 per machine, with the successful vendor bidding an average of \$411.00 per machine. The contract requires the vendor to remove all machines from the State of Texas within thirty days of notification of award and precludes the vendor from bringing or allowing the machines to be brought back to the State of Texas.

Total: \$237,558.00

Bid Number and Title	06-069-DS Sale of Eight Liner Machines
Method of Procurement	Competitively Bid
Price Trend	See Comments Section

Contract Info: ☒ **Revenue** ☐ **Annual** ☐ **Support/Maintenance** ☐ **Lease**

Contractor(s): Express Video Inc. , 240 Koolabrew Drive, Calabash, NC 28462

Previous Related Council Action(s):

Date:	1-5-06
Agenda Item #:	10
Action:	Ord No 2006-01-05-36 accepting the highest bid submitted by Express Video for the purchase of eight liner gambling machines for a total of \$41,985.00
Date:	
Agenda Item #:	
Action:	

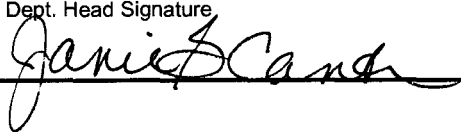
Anticipated Future Requirements and Actions:

Comments: The revenue received for each lot of 8-liner video machines sold will depend on type of machines and the quality of the machines in a lot. Last sale of 1 lot of 135 machines yielded a total amount of \$41,985.00 for an average of \$311.00 per machine.

Using Department: **Police Department**

City of San Antonio Bid Tabulation

Opened March 10, 2006 For: Sale of Confiscated Illegal Gambling 8-Liner Video Machines		Express Video, Inc. 240 Koolabrew Drive Calabash NC 28467
Bid # 06-069	DS	
Description	Lot	
Eight-Liner Video Machines	1	\$237,558.00
Price Per Lot of 578 Machines		

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO		For CMO Use Only			
Approval		Request For Ordinance/Resolution		Date Considered Consent <input type="checkbox"/> Individual <input type="checkbox"/> Item No. <u>5</u> Ord. No.			
Finance	Budget						
Legal Lauren O'Connor Ext. 72834	Coordinator						
Date: 5-23-06		Department: Purchasing & General Services		Contact Person/Phone #: Corine Cardenas/207-2763			
Date for Council Consideration: 6-8-06		Deadline for Action: 6-8-06		Dept. Head Signature 			
SUMMARY OF ORDINANCE							
An ordinance accepting the bid submitted by Express Video, Inc. for the purchase of 578 gambling devices (Eight Liners) in the amount of \$237,558.00, seized as a result of criminal investigations by the Police Department, and subsequently forfeited by orders of the Courts; and authorizing payment to the Bexar County District Attorney's Office in the amount of \$95,362.20. [Presented by Janie B. Cantu, Director, Purchasing & General Services; Michael Armstrong, Assistant City Manager/Chief Information Officer]							
Other Depts., Boards, Committees Involved (please specify): POLICE, CITY ATTORNEY							
Contract signed by other party <div style="text-align: center;">Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></div>							
FISCAL DATA (If Applicable)							
Amount Expended \$237,558.00		Funds/Staffing Budgeted Yes <input type="checkbox"/> No <input type="checkbox"/> Positions Currently Authorized Yes <input type="checkbox"/> No <input type="checkbox"/> Impact on future O & M If positions added, specify Class and Job No.					
Fund	29040000					SAP GL Account	4903158
*Cost Center							
*Internal Order No.	217000000046	*WBS (Capital Proj.)					
*(Fill out only the field that is appropriate to your council action.)							
Comments:							
				Please submit 3 copies with your original			